



STATE OF IOWA  
MASTER AGREEMENT

MA# 005 CT2404X 6  
EFFECTIVE BEGIN DATE: 12-01-2007  
EXPIRATION DATE: 11-30-2008  
PAGE: 1 of 8

BUYER : NOLA PENLAND  
Nola.Penland@iowa.gov  
515--28-1-30

FOB FOB Dest, Freight Prepaid

PAYMENT TERMS (%): 0.00 DAYS: 30

**VENDOR:**

Kitchen Specialities  
Ste 133  
7921 W Broad St  
Richmond, VA 23294  
USA

**VENDOR CONTACT:**

DAVID ABADY  
PHONE: 804-965-0860 EXT:  
EMAIL: kitspec1@aol.com  
VENDOR #: 54149462800

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**DESCRIPTION OF ITEMS CONTRACTED**

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**FLATWARE AND DISHWARE, REUSABLE**

Contract To Provide Reusable Flatware And Dishware Pursuant To The Specifications, Terms And Conditions Of Sealed Bid No. BD50600S360 Dated September 16, 2005, That Is On File With The Department Of Administrative Services, General Services Enterprise - Purchasing, Hoover Building, Level A, Des Moines, Iowa 50319-0105. All orders are FOB Destination.

**RENEWAL PERIODS**

FROM 12-01-2008 TO 11-30-2008  
FROM 12-01-2006 TO 11-30-2007

**THRESHOLDS**

MINIMUM ORDER AMOUNT:  
MAXIMUM ORDER AMOUNT:  
NOT TO EXCEED AMOUNT:

**AUTHORIZED DEPARTMENT**

ALL  
SUB Political Sub-divisions

**TOTAL \$0.00**

VENDOR: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_

THIS MA IS SUBJECT TO THE TERMS AND  
CONDITIONS ATTACHED HERETO.  
PLEASE SEE ATTACHMENTS FOR  
FURTHER DESCRIPTIONS.



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LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
1	0.00000	CASE	24070  Plastic Ware: Dishes, Pots and Pans, Trays, Non-Disposable T Be-110 Polycarbonate Knife, Reusable Bamboo Styled Handle Length: 8-116 Inches Colors: Bamboo Tan, Almond Cinnabar And Yellow Brand: Design Specialties Product No.: AL-140	\$81.370000 \$0.000000
2	0.00000	CASE	24070  Plastic Ware: Dishes, Pots and Pans, Trays, Non-Disposable T Bt-111 Polycarbonate Fork, Reusable Bamboo Styled Handle Length: 7 Inches Colors: Bamboo Tan, Almond, Cinnabar, And Yellow Brand: Design Specialties Product No.: AL-141	\$65.890000 \$0.000000
3	0.00000	CASE	24070  Plastic Ware: Dishes, Pots and Pans, Trays, Non-Disposable T Bt-112 Polycarbonate Teaspoon, Reusable Bamboo Styled Handle Length: 6 Inches Colors: Bamboo Tan, Almond, Cinnabar, And Yellow Brand: Design Specialties Product No.: AL-142	\$46.880000 \$0.000000
4	0.00000	CASE	24070  Plastic Ware: Dishes, Pots and Pans, Trays, Non-Disposable T Bt-113 Polycarbonate Soup Spoon Reusable Length: 7 Inches Colors: Bamboo Tan, Almond, Cinnabar And Yellow Brand: Design Specialties Product No.: AL-143	\$65.890000 \$0.000000
5	0.00000	CASE	24070  Plastic Ware: Dishes, Pots and Pans, Trays, Non-Disposable T Ny-190 Nylon Knife, Reusable Bamboo Styled Handle Length: 8-1/16 Inches Color: Chocolate Brown Case Quantity: 432 Brand: Design Specialties Product No.: NY-190	\$81.900000 \$0.000000
6	0.00000	CASE	24070  Plastic Ware: Dishes, Pots and Pans, Trays, Non-Disposable T Ny-191 Nylon Fork, Reusable Bamboo Styled Handle Length: 7 Inches Colors: Chocolate Brown Case Quantity: 432 Brand: Design Specialties Product No.: NY-191	\$70.200000 \$0.000000
7	0.00000	CASE	24070  Plastic Ware: Dishes, Pots and Pans, Trays, Non-Disposable T Ny-192 Nylon Teaspoon, Reusable Bamboo Styled Handle Length: 6 Inches Color: Chocolate Brown Case Quantity: 432 Brand: Design Specialties Product No.: NY-192	\$46.800000 \$0.000000
8	0.00000	CASE	24070  Plastic Ware: Dishes, Pots and Pans, Trays, Non-Disposable T Ny-193 Nylon Soup Spoon, Reusable Bamboo Styled Handle Length: 7 Inches Colors: Chocolate Brown Case Quantity: 432 Brand: Design Specialties Product No.: NY-193	\$70.200000 \$0.000000
9	0.00000	CASE	24070  Plastic Ware: Dishes, Pots and Pans, Trays, Non-Disposable T Ss-36 Polycarbonate Spork, Reusable 3 Tines Length: 6-3/4" Colors: Cactus Green, Beige & Yellow Case Quantity: 432 Brand: Design Specialties Product No.: SS-36	\$62.020000 \$0.000000
10	0.00000	CASE	24070  Plastic Ware: Dishes, Pots and Pans, Trays, Non-Disposable T Sspro-36 Copolymer Spork, Reusable 3 Tines Length: 6-3/4" Colors: Orange Case Quantity: 432 Brand: DesignSpecialties Product No.: SSPRO-36	\$55.590000 \$0.000000



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LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
11	0.00000	CASE	24070	\$22.670000 \$0.000000
			Plastic Ware: Dishes, Pots and Pans, Trays, Non-Disposable T Ds-500 5 Oz. Tumbler, Reusable Polycarbonate Rim Diameter: 2-1/4" Height: 3-11/16" Colors: Amber, Clear, Red Case Quantity: 48 Brand: Design Specialties Product No.: DS-500	
12	0.00000	CASE	24070	\$20.500000 \$0.000000
			Plastic Ware: Dishes, Pots and Pans, Trays, Non-Disposable T Ds-800 8 Oz. Tumbler, Reusable Polycarbonate Rim Diameter: 2-5/8" Colors: Amber, Clear, Red Case Quantity: 48 Brand: Design Specialties Product No.: DS-800	
13	0.00000	CASE	24070	\$31.580000 \$0.000000
			Plastic Ware: Dishes, Pots and Pans, Trays, Non-Disposable T Ds-950 9-1/2 Oz. Tumbler, Reusable Polycarbonate Rim Diameter: 2-3/4 Inches Height: 4-7/16 Inches Colors: Amber, Clear, Red And Yellow Case Quantity: 48 Brand: Design Specialties Product No.: DS-950	
14	0.00000	CASE	24070	\$35.800000 \$0.000000
			Plastic Ware: Dishes, Pots and Pans, Trays, Non-Disposable T Ds-120 12 Oz. Tumbler, Reusable Polycarbonate Rim Diameter: 2-14/16 Inches Height: 5-3/16 Inches Colors: Amber, Clear, Red, Yellow Case Quantity: 48 Brand: Design Specialties Product No.: DS-120	
15	0.00000	CASE	24070	\$43.030000 \$0.000000
			Plastic Ware: Dishes, Pots and Pans, Trays, Non-Disposable T Ds-160 16 Oz. Tumbler, Reusable Polycarbonate Rim Diameter: 3-1/8 Inches Height: 5-3/4 Inches Colors: Amber, Clear, Red Case Quantity: 48 Brand: Design Specialties Product No.: DS-160	
16	0.00000	CASE	24070	\$21.500000 \$0.000000
			Plastic Ware: Dishes, Pots and Pans, Trays, Non-Disposable T Dsp-120 12 Oz. Tumber, Reusable Copolymer Rim Diameter: 2-15/16 Inches Height: 5-3/16 Inches Colors: Frost Case Quantity: 48 Brand: Design Specialties Product No.: DSP-120	
17	0.00000	CASE	24070	\$22.600000 \$0.000000
			Plastic Ware: Dishes, Pots and Pans, Trays, Non-Disposable T Dsp-160 16 Oz. Tumbler, Reusable Copolymer Rim Diameter: 3-1/8 Inches Height: 5-3/4 Inches Colors: Frost Case Quantity: 48 Brand: Design Specialties Product No.: DSP-160	
18	0.00000	CASE	24070	\$67.020000 \$0.000000
			Plastic Ware: Dishes, Pots and Pans, Trays, Non-Disposable T Rim Diameter: 3 Inches Height: 3-3/4 Inches Colors: Almond, Cinnabar Case Quantity: 48 Brand: Design Specialties Product No.: M-10	
19	0.00000	CASE	24070	\$42.490000 \$0.000000
			Plastic Ware: Dishes, Pots and Pans, Trays, Non-Disposable T Mp-10 10 Oz. Copolymer Mug, Reusable Rim Diameter: 3 Inches Height: 3-3/4 Inches Colors: Chocolate Brown Case Quantity: 48 Brand: Design Specialties Product No.: MP-10	
20	0.00000	CASE	24070	\$67.020000 \$0.000000
			Plastic Ware: Dishes, Pots and Pans, Trays, Non-Disposable T B-10 10 Oz. Polycarbonate Bowl, Reusable Rim Diameter: 3-3/4	



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21	0.00000	CASE	Inches Height: 2-3/4 Inches Colors: Almond, Cinnabar Case Quantity: 48 Brand: Design Specialties Product No. B-10 24070	\$37.500000 \$0.000000
22	0.00000	CASE	Plastic Ware: Dishes, Pots and Pans, Trays, Non-Disposable T Bp-10 10 Oz. Copolymer Bowl, Reusable Rim Diameter: 3-3/4 Inches Height: 2-3/4 Inches Colors: Bamboo Tan, Brown Case Quantity: 48 Brand: Design Specialties Product No.: BP-10 24070	\$199.980000 \$0.000000
23	0.00000	CASE	Plastic Ware: Dishes, Pots and Pans, Trays, Non-Disposable T T-615 - Six Compartment Tray, Reusable Special Blended Polycarbonate - Resists Stains And Withstands Chemical Breakdown Barrier Between Hot And Cold Food Flatware Slot Plus 6 Food Compartment Tray Can Accommodate Either A Domed Lid Or An Insulated Lid Length: 16 Inches Width: 11 Inches Depth: 1-1/2 Inches Colors: Beige, Teal, Light Blue Case Quantity: 24 Brand: Design Specialties Product No.: T-6-1.5 24070	\$110.200000 \$0.000000
24	0.00000	CASE	Plastic Ware: Dishes, Pots and Pans, Trays, Non-Disposable T Tp-615 Six Compartment Tray, Reusable, Copolymer - Barrier Between Hot And Cold Food - Flatware Slot Plus 5 Food Compartments Length: 16 Inches Width: 11 Inches Depth: 1-1/2 Inches Colors: Orange Case Quantity: 24 Brand: Design Specialties Product No.: TP-6-1.5 24070	\$200.760000 \$0.000000
25	0.00000	CASE	Plastic Ware: Dishes, Pots and Pans, Trays, Non-Disposable T T-140 Insulated Tray, Reusable Retains 140 Degrees Food Temperature For Over 1 Hour - Special Blended Polycar- Bonate -- Resists Stains And Withstands Chemical Breakdown - Flatware Section Serves As A Thermal Barrier Between Hot And Cold Foods - Built In Grooves To Lock And Seal - Underside Of Trays Have Locking Ridges - Faltware Slot Plus 6 Food Compartments. Tray Can Accommodate Either A Domed Lid Or An Insulated Lid Length: 16 Inches Width: 11 Inches Depth: 1-1/2 Inches Colors: Beige, Teal Case Quantity: 6 Brand: Design Specialties Product No.: T-140 24070	\$118.740000 \$0.000000
26	0.00000	CASE	Plastic Ware: Dishes, Pots and Pans, Trays, Non-Disposable T L-140 Clear Lid, Polycarbonate Fits The T-140 Insulated Tray Or T615 Tray - Flat Lid Brand: Design Specialties Product No.: TP-140 24070	\$150.000000 \$0.000000
27	0.00000	CASE	Plastic Ware: Dishes, Pots and Pans, Trays, Non-Disposable T L-63 Domed Clear Lid, Polycarbonate Fits The T-140 Insulated Tray Or T-615 Tray Case Quantity: 24 Brand: Design Specialties Product No.: T-6-3 24070	\$197.570000 \$0.000000
28	0.00000	CASE	Plastic Ware: Dishes, Pots and Pans, Trays, Non-Disposable T L-62 Insulated Lid That Fits The T-140 Insulated Tray Or T-615 Tray Color: Beige, Teal Case Quantity: 24 Brand: Design Specialties Product No.: T-6-2 24070	\$209.400000 \$0.000000
			Plastic Ware: Dishes, Pots and Pans, Trays, Non-Disposable T 3-300 3 Compartment Dish, Available In Copolymer, Polycarbonate, Ultem And Radal R 5000. Ultem And Radel R5000 Have Temperature Tolerances Of -40 Degrees F. To 400 Degrees F. Colors: Amber	



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29	0.00000	CASE	Polycarbonate Material Has Temperature Tolerances Of -40 Degrees F. To 230 Degrees F. Colors: Almond And Cinnabar Copolymer Material Has Temperature Tolerances Of 0 Degrees F. To 210 Degrees F. Colors: Bamboo Tan And Blue Compartment Capacities Are: 20-1/2 Fl. Oz., 6 Fl. And 6 Fl. Zo. Product Dimensions: 8-7/16 Inches X 6-3/8 Inches X 1-7/8 Inches Deep 3-300 Patented Snap On Lid Fits Dish No Tabs On Sides - On Underside Of Dish The Space Between Compartments Is At Least 14 Inch To Minimize Water, Food And Chemicals Getting Trapped. Case Quantity: 48 Dishes Brand: Specialties Product No.: E-300 Dish 230 F 24070	\$70.220000 \$0.000000
30	0.00000	CASE	Plastic Ware: Dishes, Pots and Pans, Trays, Non-Disposable T E-300 Lid - Available In Copolymer, Polycarbonate, Ultem, And Radel R 5000, Ultem And Radel R 5000 Brand: Design Specialties Product No.: E-300 Lid 230 F 24070	\$219.920000 \$0.000000
31	0.00000	CASE	Plastic Ware: Dishes, Pots and Pans, Trays, Non-Disposable T E-325 Dish, Available In Copolymer, Polycarbonate, Ultem, And Radel R 5000 Brand: Design Specialties Product No.: E-325 24070	\$216.000000 \$0.000000
32	0.00000	CASE	Plastic Ware: Dishes, Pots and Pans, Trays, Non-Disposable T T-200 6 Compartment Tray, Brand: Design Specialties Product No.: T-200 24070	\$178.520000 \$0.000000
33	0.00000	CASE	Plastic Ware: Dishes, Pots and Pans, Trays, Non-Disposable T T-400 3 Compartment Tray - Base Tray That Will Fit 2 E-300 Dishes Or 2 E-325 Dishes Availabe In Both Polycarbonate And Copolymer Flatware Slot - Can Be Used Alone Dual Purpose - Tray Serves As Base To Hold Food And Second Tray Serves As Cover To Keep Food Hot Polycarbonate Colors: Almond, Cinnabar Copolymer Colors: Bamboo Tan, Blue Case Quantity: 24 Brand: Design Specialties Product No.: T-400 24070	\$178.520000 \$0.000000
34	0.00000	CASE	Plastic Ware: Dishes, Pots and Pans, Trays, Non-Disposable T Available In Both Polycarbonate And Copolymer Base Tray Accommodates E-300, Or E-325 Dish - Can Be Used Alone Product Dimensions: 14 Inches X 10-1/2 Inches X 1-1/4 Inches Polycarbonate Colors: Almond, Cinnabar Copolymer Colors: Bamboo Tan, Blue Case Quantity: 24 Brand: Design Specialties Product No.: T-500 24070	\$178.520000 \$0.000000
35	0.00000	CASE	Plastic Ware: Dishes, Pots and Pans, Trays, Non-Disposable T T-506 6 Compartment Tray, Reusable Available In Both Polycarbonate And Copolymer - Flatware Slot Product Dimensions: 14 Inches X 10 Inches X 1-1/4 Inches Polycarbonate Colors: Almond, Cinnabar Copolymer Colors: Bamboo Tan, Blue Brand: Design Specialties Product No.: T-506 24070	\$178.520000 \$0.000000
			Plastic Ware: Dishes, Pots and Pans, Trays, Non-Disposable T L-506 Lid For T-506 And T-503 Tray Reusable Available In Both Polycarbonate And Copolymer Lid Covers Each Compartment Separately Polycarbonate Colors: Clear Copolymer Colors: Frosted Clear Case Quantity: 24 Brand: Design Specialties Product No.: L-506	



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36	0.00000	CASE	24070  Plastic Ware: Dishes, Pots and Pans, Trays, Non-Disposable T T-503 6 Compartment Tray, Reusable Available In Both Polycarbonate And Copolymer, Flatware Slot Product Dimensions: 14 Inches X 10 Inches X 3/4 Inches Polycarbonate Colors: Almond, Cinnabar Copolymer Colors: Bamboo Tan, Blue Case Quantity: 24 Brand: Design Specialties Product No.: T-503	\$105.970000 \$0.000000
37	0.00000	CASE	24070  Plastic Ware: Dishes, Pots and Pans, Trays, Non-Disposable T T-800 Trapezoid 7 Compartment Tray Reusable Available In Both Polycarbonate And Copolymer Build In Bowl And 2 Tumbler Holders Compartment Capacities: 21 Fl. Oz., 33 Fl. Oz., 12.8 Fl. Oz., 14.4 Fl. Oz., 4 Fl. Oz., 4 Fl. Oz., 7 Fl. Oz. Product Dimensions: 18 Inches X 14 Inches X 1-5/8 Inches Polycarbonate Colors: Beige, Teal Copolymer Colors: Bamboo Tan, Blue Case Quantity: 12 Brand: Design Specialties Product No.: T-800	\$130.370000 \$0.000000
38	0.00000	CASE	24070  Plastic Ware: Dishes, Pots and Pans, Trays, Non-Disposable T Fc-431 3 Compartment Food Container Reusable Available In Polycarbonate And Copolymer Used With Patented Snap On Lid, Fc-400 Compartment Capacities: 41 Fl. Oz., 16-1/2 Fl. Oz., 16-1/2 Fl. Oz. Product Dimensions: 10-1/2" X 9" X 2-1/2" Polycarbonate Colors: Almond, Cinnabar Copolymer Colors: Bamboo Tan, Blue Case Quantity: 24 Brand: Design Specialties Product No.: FC-431	\$61.800000 \$0.000000
39	0.00000	CASE	24070  Plastic Ware: Dishes, Pots and Pans, Trays, Non-Disposable T Fc-442 4 Compartment Food Container, Reusable Available In Polycarbonate And Copolymer Used With Patented Snap On Lid - Fc-400 Compartment Capacities: 41 Fl. Oz., 16-1/2 Fl. Oz., 16-1/2 Fl. Oz. Product Dimensions: 10-1/2" X 9" X 2-1/2" Polycarbonate Colors: Almond, Cinnabar Copolymer Colors: Bamboo Tan, Blue Case Quantity: 24 Brand: Design Specialties Product No.: FC-442	\$61.800000 \$0.000000
40	0.00000	CASE	24070  Plastic Ware: Dishes, Pots and Pans, Trays, Non-Disposable T Fc-400 Lid, Reusable Available In Polycarbonate And Copolymer Patented Snap On Lid For Fc-431 And Fc-442 Polycarbonate Color: Clear Copolymer Color: Frosted Clear Case Quantity: 24 Brand: Design Specialties Product No.: FC-400	\$89.370000 \$0.000000
41	0.00000	CASE	24070  Plastic Ware: Dishes, Pots and Pans, Trays, Non-Disposable T Ds-90 Dish And Ds-9dl Likd, Reusable Available In Polycarbonate 9 Inch Diameter Depth: 1-1/2" Clear Domed Lid Brand: Design Specialties Product No.: DS-9D & DS-9DL	\$236.540000 \$0.000000
999	0.00000		96286	\$0.000000 \$0.000000
1000	0.00000	CASE	24070  Transportation of Goods and Other Freight Services  Plastic Ware: Dishes, Pots and Pans, Trays, Non-Disposable T NY-194 Nylon Spork, Chocolate Brown, 432 per case Brand: Design Specialties Product No. NY-194	\$65.000000 \$0.000000



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## **TERMS AND CONDITIONS**

### **Incorporation**

The Request for Proposal and/or bid documents for this project and the vendor's proposal in response to the RFP or Bid together with any clarifications, attachments, appendices, or amendments of the State or the Vendor are incorporated into this Contract by reference as if fully set forth in this Contract.

### **Remedies upon Default**

In any case where the vendor has failed to deliver or has delivered non-conforming goods and/or services, the State shall provide a cure notice. The notice to cure shall state the maximum length of time the vendor has to cure. If after the time period stated in the notice to cure has passed, the vendor continues to be in default, the State may procure goods and/or services in substitution from another source and charge the difference between the contracted price and the market price to the defaulting vendor. The State's Attorney General shall be requested to make collection from the defaulting vendor.

### **Force Majeure**

Force majeure includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the party affected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent. These provisions of force majeure also apply to subcontractors or suppliers of the Vendor. Force majeure does not include financial difficulties of the Vendor or any associated company of the Vendor, or claims or court orders that restrict the Vendor's ability to deliver the goods or services contemplated by this Agreement. Neither the Vendor nor the State shall be liable to the other for any delay or failure of performance of this Agreement caused by a force majeure, and not as a result of the fault or negligence of a party.

### **Subcontractors**

The successful vendor shall be responsible for all acts and performance of any subcontractor or secondary supplier that the successful vendor may engage for the completion of any contract with the State. A delay that results from a subcontractor's conduct, negligence or failure to perform shall not exempt the vendor from default remedies. The successful vendor shall be responsible for payment to all subcontractors and all other third parties.

### **Termination-Non-Appropriation**

Notwithstanding any other provision of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State to appropriate funds, discontinuance or material alteration of the program for which funds were provided, then the State shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration.

### **Immunity of State/Fed Agencies**

The vendor shall defend and hold harmless the State and Federal funding source for the State of Iowa from liability arising from the vendor's performance of this contract and the vendor's activities with subcontracted and all other third parties.

### **Assignment**

Vendors may not assign contracts or purchase orders to any party (including financial institutions) without written permission of the General Services Enterprise - Purchasing.

### **Anti-Trust Assignment**

For good cause and as consideration for executing this purchase order, the vendor, through its duly authorized agent, conveys, sells, assigns, and transfers to the State of Iowa all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Iowa, relating to the particular goods or services purchased or acquired by the State of Iowa pursuant to the using State of Iowa agency.

### **Delivery and Acceptance**

When an award has been made to a vendor and the purchase order issued, deliveries are to be made in the following manner.

A. Deliveries - All deliveries are to be made only to the point specified on the purchase order. If delivery is made to any other point, it shall be the responsibility of the vendor to promptly reship to the correct location. Failure to deliver procured goods on time may result in cancellation of an order or termination of a contract at the option of the State.

B. Delivery Charges - All delivery charges should be to the account of the vendor whenever possible. If not, all delivery charges should be prepaid by vendor and added to the invoice.

C. Notice of Rejection - The nature of any rejections of a shipment, based on apparent deficiencies disclosed by ordinary methods of inspection, will be given by the receiving agency to the vendor and carrier within a reasonable time after delivery of the item, with a copy of this notice to the General Services Enterprise - Purchasing. Notice of latent deficiencies which would make items unsatisfactory for the purpose intended may be given by the State of Iowa at any time after acceptance.

### **Delivery and Acceptance (cont)**

D. Disposition of Rejected item - The vendor must remove at the vendor's expense any item rejected by the State. If the vendor fails to remove that rejected item, the State may dispose of the item by offering the same for sale, deduct any accrued expense and remit the balance to the vendor.

E. Testing After Delivery - Laboratory analysis of an item or other means of testing may be required after delivery. In such cases, vendors will be notified in writing that a special test is being made and that payment will be withheld until completion of the testing process.

### **Title to Goods**

The vendor warrants that the goods purchased hereunder are free from all liens, claims or encumbrances.

### **Indemnification**

To the extent that goods are not manufactured in accordance with the State's design, the vendor shall defend, indemnify and hold harmless the State of Iowa, the State's assignees, and other users of the goods from and against any claim of infringement of any Letter Patent, Trade Names, Trademark, Copyright or Trade Secrets by reason of sale or use of any articles purchased hereunder. The State shall promptly notify the vendor of any such claim.

### **Nondiscrimination**

The vendor is subject to and must comply with all federal and state requirements concerning fair employment and will not discriminate between or among them by reason of race, color, religion, sex, national origin or physical handicap.

### **Warranty**

The vendor expressly warrants that all goods supplied shall be merchantable in accordance with the Uniform Commercial Code, Section 2-314 and the Iowa Code, Section 554.2314.

### **Taxes**





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The State of Iowa is exempt from the payment of Iowa sales tax, motor vehicle fuel tax and any other Iowa tax that may be applied to a specified commodity and/or service. Contractors performing construction activities are required to pay state sales tax on the cost of materials. The Iowa Department of Revenue exemption letter will be furnished to a vendor upon request.

**Hazardous Material**

All packaging, transportation, and handling of hazardous materials shall be in accordance with applicable federal and state regulations including, but not limited to, the Material Safety Data Sheet provision of O.S.H.A. Hazard Communication Standard 29CFR 1910.1200, and Iowa Administrative Code, Chapter 567.

**Public Records**

The laws of the State of Iowa require procurement records to be made public unless exempted by the Code of Iowa.

**Miscellaneous**

The terms and provisions of this contract shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this contract shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. If however, jurisdiction is not proper in Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, providing that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability, which may be available to the State of Iowa.

If any provision of this contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

**Records Retention**

The vendor shall maintain books, records, and documents which sufficiently and properly document and calculate all charges billed to the State of Iowa throughout the term of this Agreement for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The vendor shall at, no charge, permit the Auditor of the State of Iowa, or any authorized representative of the State (or where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government) to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records, or other records of the vendor relating to orders, invoices, or payments documentation or materials pertaining to this Agreement.

**Independent Contractor**

The vendor is an independent contractor performing services for the State of Iowa, and as such shall not hold itself out as an employee or agent of the State.

**Performance Monitoring**

For all service contracts, the requirements of Iowa Code sections 8.47 shall be incorporated into final terms and conditions of the contract.

**N30**

NET 30 DAYS